

700104849

ASSIGNMENT OF TRADEMARKS

WHEREAS, NOBLE ROMAN'S, INC., a corporation, with its chief executive office at One Virginia Avenue, Suite 800, Indianapolis, Indiana, 46204, ("Assignor"), has acquired, adopted and used, and is using, the trademarks listed on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Assignor and THE PROVIDENT BANK, as Agent, an Ohio banking corporation, having its principal office at One East Fourth Street, Cincinnati, Ohio 45202 ("Assignee"), have entered into that certain Credit Agreement by and between Assignor, and Assignee as agent for various Lenders listed on Schedule 1 attached to the Credit Agreement dated of even date herewith (the "Credit Agreement"), by which Assignee has acquired security interests in said trademarks and the applications or registrations thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby grant, transfer, assign and convey a security interest to Assignee in all rights, titles and interests in and to the said trademarks, together with the goodwill of the business symbolized by the trademarks, and in the registrations or applications for registration thereof.

Assignor further covenants and warrants to Assignee:

- (a) that Assignor is the sole and exclusive owner of the trademarks and all rights comprised in the trademarks and has the full authority to make this assignment;
- (b) that the trademarks have not heretofore been pledged, hypothecated or otherwise encumbered, except such encumbrances as have been released on or before the date hereof, and are in all aspects free and clear of any encumbrances;
- (c) that the validity of the trademarks has never been questioned;
- (d) that, except with respect to license and rights granted to franchisee's of the Assignor, Assignor has not entered into any contract or made any commitment that will or may impair Assignee's rights hereunder; and
- (e) that, except with respect to license and rights granted to franchisee's of the Assignor, the trademarks and all rights comprised in the trademarks shall not be licensed or assigned in any manner without the prior written consent of Assignee.

THIS ASSIGNMENT OF TRADEMARKS SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF OHIO AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF OHIO, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN.

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NOBLE ROMANS INC

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Trademarks as of this 5th day of December, 1995.

NOBLE ROMAN'S, INC.

By: Paul Moley

STATE OF OHIO

COUNTY OF HAMILTON

} : SS
}

On this 5th day of December, 1995, before me personally appeared Paul Moley, the President of the corporation, who signed this instrument and acknowledged that he/she signed it as a free act on behalf of the corporation.

Kimberley S. Smith

Notary Public

KIMBERLEY S. SMITH

Notary Public, State of Ohio

My Commission Expires Nov. 12, 1996

12/22/2003 16:47 3176852294

NOBLE ROMANS INC

PAGE 04

FROM : NOBLE ROMANS INC
SENT BY:

11-27-95 : 1:42PM :

PHONE NO. : 317 685 2294

LOCKE REYNOLDS-

317 685 2294;# 3/ 7

EXHIBIT "A"

Updated: 11/27/95

NOBLE ROMAN'S, INC.
TRADEMARK STATUS REPORT
U. S. REGISTRATIONS and APPLICATIONS
ACTIVE FILES

File No.	Sec. No. Reg. No.	Reg. Date	Mark	Status	Next Action Due
5216/26755	987,069	06/25/74	NOBLE ROMAN'S	Certificate of Renewal Issued on 09/06/94	Renewal Due 06/25/04
5216/26972	1,046,147	08/10/76	NOBLE ROMAN'S & Design	Sections 8 and 15 Declarations Accepted on 08/20/81	Renewal Due 08/10/96
5216/26968	1,094,817	06/27/78	CREATE-YOUR-ONE	Sections 8 and 15 Declarations Accepted on 07/08/83	Renewal Due 06/27/98
5216/26976	1,117,835	05/08/79	NOBLE ROMAN'S	Sections 8 and 15 Declarations Accepted on 06/27/94	Renewal Due 05/08/99
5216/26975	1,167,208	09/01/81	NOBLE ROMAN'S	Sections 8 and 15 Declarations Accepted on 03/16/87	Renewal Due 09/01/01
5216/26974	1,186,047	01/12/82	THE MONSTER	Sections 8 and 15 Declarations Accepted on 08/14/87	Renewal Due 01/12/02
5216/26978	1,331,478	04/16/85	TASTE A BETTER PIZZA	Section 9 Declaration Accepted on 07/30/90	Renewal Due 04/16/05
5216/26977	1,363,714	09/24/85	NOBLE ROMAN'S	Sections 8 and 15 Declarations Accepted on 12/23/91	Renewal Due 09/24/05

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NOBLE ROMANS INC

PAGE 05

SENT BY:

11-27-95 : 1:43PM :

LOCKE REYNOLDS-

317 685 2294:# 4/ 7

5216/26981	1,406,969	08/26/86	PAN ONEI (Stylized)	Sections 8 and 15 Declarations Accepted on 01/21/92	Renewal Due 08/26/06
5216/26982	1,421,343	12/16/86	PAN BRIO	Sections 8 and 15 Declarations Accepted on 05/18/93	Renewal Due 12/16/06
5216/26989	1,682,308	04/07/92	NOBLE ROMAN'S PIZZA & Design		Sections 8 and 15 Declarations Due Between 04/07/97 and 04/07/98
5216/26979	1,709,957	08/18/92	TAKS A TASTE ON THE WILD SIDE & Design		Sections 8 and 15 Declarations Due Between 08/18/97 and 08/18/98
5216/26980	1,724,802	10/13/92	SUPERHIN		Sections 8 and 15 Declarations Due Between 10/13/97 and 10/13/98
5216/26967	1,741,904	12/22/92	Monster Design		Sections 8 and 15 Declarations Due Between 12/22/97 and 12/22/98
5216/26757	1,920,426	09/19/95	THE BETTER PIZZA PEOPLE		Sections 8 and 15 Declarations Due Between 09/19/00 and 09/19/01
5216/26756	74/539,633	06/20/94	THE PIZZA BOMB	Pending Application Approved for Publication	

5216/26756
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NOBLE ROMANS INC

PAGE 06

ROM : NOBLE ROMANS INC
SENT BY:

11-27-05 : 1:43PM :

LOCKE REYNOLDS-

317 685 2294 :# 5/ 7

NOBLE ROMAN'S, INC.
TRADEMARK STATUS REPORT
INDIANA REGISTRATIONS
ACTIVE FILES

5216/26973	5009-932	10/16/72	NOBLE ROMAN'S	Renewed on 05/11/92 and on 09/22/92	Renewal Due 10/15/02
5216/26966	5009-5111	02/15/93	LITE SIZE	Renewed on 11/09/92	Renewal Due 02/13/03
5216/26971	5009-2535	06/29/90	TEE MONSTER		Renewal Due 06/28/00
5216/26970	5009-2790	12/14/90	WE MAKE PIZZA SPECIAL FOR YOU		Renewal Due 12/13/00

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FILE

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12-30-2003

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

RE



102634117

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Noble Roman's, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (Indiana)
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Corrective Document for
reel/frame 142770786 Supplementing

Execution Date: December 5, 1995Document ID
102472271

2. Name and address of receiving party(ies)

Name: The Provident Bank

Internal

Address:

Street Address: One East Fourth StreetCity: Cincinnati State: Ohio Zip: 45202

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other Ohio Banking Corp.

If assignee is not domiciled in the United States, a domestic
 representative designation is attached: ☐ Yes ☐ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,741,904

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jennifer L. DayInternal Address: Bose McKinney & Evans LLP

Street Address: 135 North Pennsylvania Street
Suite 2700

City: Indianapolis State: Indiana Zip: 462046. Total number of applications and registrations involved: 267. Total fee (37 CFR 3.41).....\$ 0
(fee submitted with

- ☐ Enclosed June 9, 2003 filing)
☐ Authorized to be charged to deposit account

8. Deposit account number:

02-3223

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true
 copy of the original document.

Jennifer L. Day

Name of Person Signing

Signature

December 23, 2003

Date

Total number of pages including cover sheet, attachments, and document: 13

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents and Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
 REEL: 002923 FRAME: 0220

06-13-2003

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102472271

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1. Name of conveying party(ies):

Noble Roman's, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Indiana
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Corrective Document for Reel/
Nature of Conveyance from Assignment to
Security Agreement 12/5/95

Execution Date

2. Name and address of receiving party(ies)

Name: The Provident Bank

Internal

Address: _____

Street Address: One East Fourth StreetCity: Cincinnati State: OH Zip: 45202

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other Banking Corporation of Ohio

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,741,904

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jennifer L. DayInternal Address: League Chandler & Millard LLP

135 N. Pennsylvania Street, Suite 1400

Street Address: 135 N. Pennsylvania Street
Suite 1400

City: Indpls State: IN Zip: 462046. Total number of applications and registrations involved: 17. Total fee (37 CFR 3.41).....\$ 40.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

50-0460

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jennifer L. Day

Name of Person Signing

Signature

Date

6/19/03Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

06/12/2003 LMEILLER 00000297 500460 1741904

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RECORDED: 12/23/2003

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